

CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209



AGENDA FOR THE REGULAR MEETING OF THE CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

OCTOBER 23, 2019

6:00 P.M. - CLOSED SESSION

6:30 P.M. - OPEN SESSION

IRWINDALE CITY HALL / COUNCIL CHAMBER

CLOSED SESSION – CITY HALL CONFERENCE ROOM
REGULAR MEETING – CITY HALL COUNCIL CHAMBER

Spontaneous Communications: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments on matters not listed on the agenda during the Spontaneous Communications period.

Pursuant to provisions of the **Brown Act**, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Chief Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).



Code of Ethics

As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

IRWINDALE CITY COUNCIL



CLOSED SESSION – 6:00 P.M.

1. Public Employee Performance Evaluation

Pursuant to California Government Code Section 54957

Title: City Manager

ADJOURN

OPEN SESSION – 6:30 P.M.

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. INVOCATION**
- D. ROLL CALL: Councilmembers: Mark A. Breceda, Manuel R. Garcia, H. Manuel Ortiz;
Mayor Pro Tem Larry G. Burrola; Mayor Albert F. Ambriz**
- E. REPORT FROM CLOSED SESSION**
- F. CHANGES TO THE AGENDA**
- G. COUNCIL MEMBER TRAVEL REPORTS**
- H. ANNOUNCEMENTS**
- I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS**
- J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**
 - 1. Chamber of Commerce Business of the Month – Southern California Edison Federal Credit Union

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 3 minutes unless such time limits are extended.

1. CONSENT CALENDAR

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

A. Minutes

Recommendation: Approve the following minutes:

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Investment Quarterly Report – September 30, 2019 (Joint Item on Successor Agency Agenda)

Recommendation: Receive and file the report.

D. 2nd Reading of Ordinance No. 740

Recommendation: Adopt on second reading Ordinance No. 740 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTIONS 10.28.120 AND 10.28.182 OF THE CITY OF IRWINDALE MUNICIPAL CODE TO ADJUST THE CITY'S REGULATIONS REGARDING OVERNIGHT PARKING", reading by title only and waiving further reading thereof.

E. Approval of Plans and Specifications for the Irwindale Park IIB Improvement Project

Recommendation: (1) Approve the design of the Irwindale Park IIB Improvement Project; (2) find that the project is categorically exempt from the provisions of the California Environmental Quality Act; (3) approve the Plans and Specifications for the Irwindale Park

IIB Improvement Project; and (4) authorize staff to solicit bids for construction of the project.

F. 2020 Census Update

Recommendation: Receive and file.

G. Approve Appropriation of Asset Forfeiture Funds

Recommendation: **Adopt Resolution No. 2019-55-3139** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING FEDERAL AND STATE ASSET FORFEITURE FUNDS FOR USE BY THE POLICE DEPARTMENT" reading by title only and waiving further reading thereof, thereby appropriating asset forfeiture funds.

H. BriteWorks, Inc. Contract Extension for Janitorial Services for City Facilities through December 2019

Recommendation: (1) Approve Amendment No. 1 to the Janitorial Services Agreement to extend and ratify the additional janitorial services provided by BriteWorks, Inc. from July 1, 2019 to December 31, 2019; (2) authorize the City Manager to enter into an agreement with BriteWorks, Inc. for the duration of the year.

I. SB 2 Grant Funding

Recommendation: **Adopt Resolution No. 2019-53-3137**, authorizing the City Manager to apply for the California Department of Housing and Community Development (HCD)'s SB 2 Planning Grants Program (PGP) in the Amount of \$160,000 and if awarded, authorize the City Manager to execute the Standard Agreement.

J. Request to Approve Contract Amendment No. 1 for PlaceWorks to perform additional tasks for the preparation of a Citywide Non-Motorized Active Transportation Plan & Design Guidelines

Recommendation: Approve Contract Amendment No. 1 with PlaceWorks for the preparation of a Citywide Non-Motorized Active Transportation Plan & Design Guidelines, in the amount of \$9,000.

2. **NEW BUSINESS**

3. **PUBLIC HEARINGS**

4. **CITY MANAGER'S REPORT**

5. AGENDA ITEM REQUESTS BY COUNCIL MEMBERS

A. Irwindale Recreation Department

Recommendation: Provide direction to staff as Council deems appropriate.

B. Verbal Update on Dust control at United Rock Products Pit #2 (Requested by Mayor Pro Tem Burrola)

C. Verbal Update on Dust Control at the Olive Pit (Requested by Councilmember Ortiz)

6. ADJOURN

**SUCCESSOR AGENCY TO THE IRWINDALE
COMMUNITY REDEVELOPMENT AGENCY**

A. No Closed Session Items

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Successor Agency are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

B. Warrants

Recommendation: Approve

C. Investment Quarterly Report – September 30, 2019 (Joint Item on City Council Agenda)

Recommendation: Receive and file the report.

2. NEW BUSINESS

3. PUBLIC HEARINGS

4. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council and Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, to be held on October 23, 2019 be posted at the City Hall, Library, and Post Office on October 17, 2019.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

Electronic Payments

October 2019

October 1 - 15, 2019



Reference Number	Vendor Name	Date	Amount
ACH	EDD	10/9/2019	33.66
ACH	Federal Tax	10/9/2019	140.42
ACH	ICMA	10/10/2019	210.39
ACH	PARS-PT	10/10/2019	1,124.33
ACH	PARS-FT	10/10/2019	17,475.47
ACH	Nationwide-457 Plan & Trust	10/4/2019	150.00
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	10/4/2019	150.00
ACH	Nationwide-457 Plan & Trust	10/10/2019	11,507.00
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	10/10/2019	2,192.00
ACH	CalPERS-Medical	10/3/2019	209,165.70
ACH	PARS-Public Agency Retirement Services	10/9/2019	5,120.00
509	CFD#1 Debt Svc Pymt	10/7/2019	1,054,500.00
	Report Total:		1,301,768.97

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
69722	AMAZON	Amazon	10/03/2019	375.32
69723	AGRICU	County of Los Angeles	10/03/2019	10,838.62
69724	COORYE	Samir M. Khoury	10/03/2019	5,632.50
69725	LEXISN	LexisNexis Risk Solutions	10/03/2019	151.50
69726	QUINN02	Quinn Company	10/03/2019	3,393.64
69727	CALIFO56	California State Disbursement Unit	10/03/2019	389.42
69728	AMAZON	Amazon	10/03/2019	2,458.76
69729	AMAZON01	Amazon Graphics	10/03/2019	465.38
69730	AMERIFID	American Fidelity Assurance	10/03/2019	4,940.20
69731	AT&T02	AT & T	10/03/2019	31.46
69732	AT&T06	AT & T	10/03/2019	41.78
69733	AZUSALW	Azusa Light & Water	10/03/2019	642.46
69734	CASTRO06	Candice Castro	10/03/2019	450.00
69735	CHIRINO	Gina Chirino	10/03/2019	260.00
69736	DAVILA02	Felipa Davila	10/03/2019	75.00
69737	PMIDEN	Delta Dental Insurance Company	10/03/2019	1,417.02
69738	ESPINO10	Iris Espino	10/03/2019	218.79
69739	ESTRA03	Eduardo Estrada	10/03/2019	150.00
69740	FRAIJO02	John Fraijo	10/03/2019	59.14
69741	FRONT01	Frontier Communications	10/03/2019	1,095.70
69742	GASCOM	Gas Company, The	10/03/2019	1,145.49
69743	HOYEN	Noelle Hoye	10/03/2019	420.00
69744	INVEST01	Investigative Polygraph Services	10/03/2019	140.00
69745	LEDEZMA	Erica Ledezma	10/03/2019	400.00
69746	MCIWOR	MCI Comm Service	10/03/2019	36.27
69747	OLIVAR03	Sandro Olivares	10/03/2019	20.00
69748	PerezM	Mary Perez	10/03/2019	590.00
69749	PURCHA	Purchase Power	10/03/2019	3,030.00
69750	RAMO01	Gilbert Roman Ramos	10/03/2019	272.50
69751	SMART&	Smart & Final	10/03/2019	451.67
69752	SCE02	Southern California Edison	10/03/2019	25,371.75
69753	STEVEN05	Steven A. Ormenyi & Assoc.	10/03/2019	64,953.59
69754	VALLEY01	Valley County Water District	10/03/2019	627.99
69755	verizonw	Verizon Wireless	10/03/2019	2,353.10
69756	WAGONER	Pamela Wagoner	10/03/2019	180.00
69757	PETTYC05	City of Irwindale Petty Cash	10/08/2019	476.69
69758	ALLIAN01	Alliant Insurance Services	10/10/2019	471.00
69759	ALLIAN	Alliant Insurance Services, Inc.	10/10/2019	1,864.00
69760	AT&T06	AT & T	10/10/2019	1,661.65
69761	Ayala01	Leonor Ayala	10/10/2019	287.50
69762	CARDEN01	Rudy Cardenas	10/10/2019	150.00
69763	CHARTE01	Charter Communications	10/10/2019	234.75
69764	CHIRINO	Gina Chirino	10/10/2019	180.00
69765	BALDWI02	City of Baldwin Park	10/10/2019	500.00
69766	DEPATI01	Jeanette DePatie	10/10/2019	360.00
69767	ESQU01	Alejandra Esquer	10/10/2019	232.50
69768	ESQU02	Rogelio Esquer	10/10/2019	232.50

Check No	Vendor No	Vendor Name	Check Date	Check Amount
69769	GONZAL07	Raymond Gonzales	10/10/2019	300.00
69770	HABI01	Samuel Habib	10/10/2019	193.75
69771	IRWIND21	Irwindale Hand Wash & Auto Detail	10/10/2019	628.73
69772	IRWIND14	Irwindale Industrial Clinic	10/10/2019	295.00
69773	JIVE01	Jive Communications, Inc.	10/10/2019	166.31
69774	LEF01	Christa LeFevre	10/10/2019	232.50
69775	LIEBERT	Liebert Cassidy Whitmore	10/10/2019	43.00
69776	MIRAND25	Blanche V. Miranda	10/10/2019	240.00
69777	OPTUM01	OptumRx, Inc.	10/10/2019	33,393.51
69778	OSTERH01	Delfina Osterheim	10/10/2019	55.10
69779	RODRIC	Caroline Rodriguez	10/10/2019	5.00
69780	SANC02	Veronica Escovedo Sanchez	10/10/2019	232.50
69781	SCFUELS	SC Fuels	10/10/2019	4,604.05
69782	TPX 01	TPX Communications	10/10/2019	4,337.08
69783	VALEN01	Neli Valenciano	10/10/2019	232.50
69784	VALLEY01	Valley County Water District	10/10/2019	8,043.36
69785	VALLEY09	Valley View Mutual Water Co.	10/10/2019	72.53
69786	VISION01	Vision Service Plan - (CA)	10/10/2019	5,688.39
69787	WAGONER	Pamela Wagoner	10/10/2019	180.00
69788	LOSANG31	Los Angeles County Sheriff's Dept.	10/10/2019	1.98

Report Total (67 checks):

198,674.93

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
69790	ALESHIRE	Aleshire & Wynder, LLP	10/23/2019	34,817.05
69791	ALLIAN01	Alliant Insurance Services	10/23/2019	369.00
69792	ALLISO01	Allison Mechanical, Inc	10/23/2019	1,853.27
69793	ARC01	Arc Imaging Resources	10/23/2019	230.26
69794	BALLOO	Balloons 'N' More	10/23/2019	30.00
69795	BILLST	Bill's Truck Repair, Inc.	10/23/2019	218.28
69796	BLACKA	Black & White Emergency Vehicles	10/23/2019	80.00
69797	CBEL01	C Below, Inc.	10/23/2019	4,370.00
69798	CARQUEST	Carquest	10/23/2019	64.98
69799	CINTAS	Cintas Corporation #693	10/23/2019	113.38
69800	CMRTA01	CMRTA	10/23/2019	175.00
69801	CODUTO	Donald P. Coduto	10/23/2019	20,587.50
69802	CPOA	CPOA	10/23/2019	1,150.00
69803	CSUF01	CSUF College of Comm Foundation - PR A	10/23/2019	1,000.00
69804	D&DG01	D & D Golf Car Services, Inc.	10/23/2019	11,353.70
69805	DELONG	DeLong Unlimited	10/23/2019	952.56
69806	DEMCOI	Demco, Inc.	10/23/2019	371.62
69807	DEPTOF02	Dept. Of Animal Care/Control	10/23/2019	2,384.89
69808	DESIGN04	Design Concepts Consulting, Inc.	10/23/2019	6,460.00
69809	ELITEE	Elite Elevator, Inc.	10/23/2019	350.00
69810	ESMO01	Esmond Naturals	10/23/2019	3,600.00
69811	FEDEX	FedEx	10/23/2019	57.47
69812	FOOTH01	Foothill Communications, LLC	10/23/2019	225.00
69813	DIRECT01	Arturo Fuerte	10/23/2019	29,557.22
69814	GEOLOG	Geologic Associates	10/23/2019	35,970.75
69815	HASA01	Hasa Inc.	10/23/2019	771.50
69816	HDSUP01	HD Supply Construction Supply, LTD	10/23/2019	148.40
69817	HDL01	Hdl Software, LLC	10/23/2019	32.51
69818	IIMC02	International Institute of	10/23/2019	110.00
69819	IRWIND04	Irwindale Chamber Of Commerce	10/23/2019	9,166.66
69820	IRWIND21	Irwindale Hand Wash & Auto Detail	10/23/2019	492.73
69821	JUNIOR01	Junior Library Guild	10/23/2019	521.71
69822	JUSTIRE	Just Tires	10/23/2019	141.72
69823	MCMILLAN	Kent McMillian	10/23/2019	3,600.00
69824	COORYE	Samir M. Khoury	10/23/2019	1,852.00
69825	KINGBO	King Bolt Co.	10/23/2019	40.21
69826	LANDSC	Landscape Warehouse Inc.	10/23/2019	91.68
69827	LANG02	Language Network, Inc.	10/23/2019	550.00
69828	LEWISE	Lewis Engraving, Inc.	10/23/2019	159.86
69829	LEXISN	LexisNexis Risk Solutions	10/23/2019	151.50
69830	MARIPO	Mariposa Landscapes, Inc.	10/23/2019	3,180.00
69831	MOUNTA02	Mountain Motorsports	10/23/2019	60.67
69832	NATION25	National Auto Fleet Group	10/23/2019	31,530.51
69833	OFFICE03	Office Depot	10/23/2019	636.44
69834	PACIFI13	Pacific Office Products	10/23/2019	151.11
69835	QUINN02	Quinn Company	10/23/2019	126.00
69836	REDIRE01	Redi-Relief First Aid & Safety, Inc	10/23/2019	281.12

Check No	Vendor No	Vendor Name	Check Date	Check Amount
69837	RICOH01	Ricoh USA, Inc	10/23/2019	1,001.57
69838	RIGHT01	Right of Way, Inc.	10/23/2019	1,035.00
69839	ROSENO	Rosenow Spevacek Group Inc	10/23/2019	9,286.25
69840	SCYAMA	S.C. Yamamoto, Inc.	10/23/2019	4,490.00
69841	SANGAB20	San Gabriel Valley City Managers' Association	10/23/2019	55.00
69842	SANGAB11	San Gabriel Valley Newspaper	10/23/2019	1,651.00
69843	SIERRA02	Sierra Chrysler/Dodge/Jeep/Ram	10/23/2019	4,044.96
69844	SOUTH09	Southern Computer Warehouse Inc,	10/23/2019	2,641.83
69845	SANTA02	STA West Region	10/23/2019	2,846.25
69846	SWT01	SWT Engineering, Inc.	10/23/2019	22,742.89
69847	TEAM01	Team Koncepts General Contractors, Inc.	10/23/2019	2,244.60
69848	NORTHR	The Northridge Group, Inc.	10/23/2019	4,610.63
69849	USBANK03	US Bank Trust N.A.	10/23/2019	3,200.00
69850	V&V01	V & V Manufacturing, Inc.	10/23/2019	117.11
69851	VARGAS06	Michael M. Vargas	10/23/2019	485.00
69852	WESTCO05	West Coast Arborists, Inc.	10/23/2019	20,605.00
69853	WILLDAN	Willdan Financial Services	10/23/2019	2,107.42
Report Total (64 checks):				293,302.77

- ☒ City Council
- ☒ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: October 23, 2019

To: Honorable Mayor and Members of the City Council
Successor Agency Board

From: William K. Tam, City Manager/Executive Director

Issue: Investment Quarterly Report for September 30, 2019.

City Manager/Executive Director's Recommendation:

Receive and file the Investment Quarterly Report for September 30, 2019.

Background and Analysis:

California Government Code Section 53646 requires that the City Treasurer submit a quarterly report of investments to the City Council/Boardmembers for review and compliance with the City's adopted investment policy.

The attached Investment Report summarizes the City's investments as of September 30, 2019. The City of Irwindale's total investments include all funds of the City, which are pooled to maximize the interest yield on investments. This investment report itemizes how much is invested in Local Agency Investment Fund (LAIF) accounts, certificates of deposits and federal agency securities. All investments are in compliance with the City's adopted investment policy.

The City's Investment Policy applies to all funds held by the City, Successor Agency, Housing Authority, and Reclamation Authority. As noted, these funds are pooled to maximize interest yields, however the Housing and Reclamation Authority Boards are not scheduled at this meeting. Therefore, this Investment Report will be included in the Housing Authority and Reclamation Authority's Agenda for their meeting on December 11, 2019.

Fiscal Impact:

There is no fiscal impact to receive and file this report.

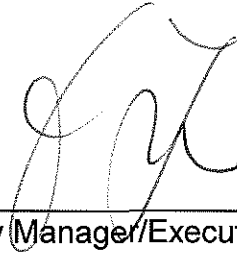
Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact: (Approved electronically by City Attorney) (Initial of Legal Counsel)

Prepared By/Contact: Eva Carreon, Finance Director/City Treasurer

Prepared By/Contact: Eva Carreon, Finance Director/City Treasurer
Phone: (626) 430-2221

A handwritten signature in black ink, appearing to be 'W. K. Tam', is positioned above a horizontal line.

William K. Tam, City Manager/Executive Director

Attachment:
City of Irwindale Investment Report – September 30, 2019

**CITY OF IRWINDALE
INVESTMENT REPORT
September 30, 2019**

DESCRIPTION OF SECURITY	PAR VALUE/ ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MARKET VALUE	INVESTMENT RATING
CITY OF IRWINDALE INVESTMENTS (POOLED - ALL FUNDS)						
LOCAL AGENCY INVESTMENT FUND (LAIF)	\$ 15,880,596	2.28%			\$ 15,880,596	
US GOVERNMENT AGENCIES						
FEDERAL HOME LOAN MTG CORP (FHLMC)	988,500	1.25%	12/29/15	10/02/19	999,970	AAA
FEDERAL FARM CREDIT UNION (FFCB)	5,000,000	1.70%	12/27/16	12/27/19	4,997,850	AAA
FEDERAL HOME LOAN MTG CORP (FHLMC)	3,000,000	1.42%	03/30/16	03/30/20	2,993,040	AAA
FEDERAL NATIONAL MORTGAGE ASSN (FNMA)	4,000,000	1.17%	06/30/16	03/30/20	3,986,400	AAA
FEDERAL FARM CREDIT UNION (FFCB)	5,000,000	1.83%	12/21/16	12/14/20	5,000,000	AAA
FEDERAL HOME LOAN MTG CORP (FHLMC)	5,000,000	1.50%	06/30/16	06/30/21	4,990,800	AAA
FEDERAL NATIONAL MORTGAGE ASSN (FNMA)	5,000,000	1.25%	06/30/16	06/30/21	4,962,600	AAA
FEDERAL HOME LOAN MTG CORP (FHLMC)	4,000,000	2.00%	07/27/17	10/27/21	4,000,520	AAA
FEDERAL HOME LOAN MTG CORP (FHLMC)	5,000,000	2.13%	06/29/17	06/29/22	5,004,750	AAA
FEDERAL HOME LOAN MTG CORP (FHLMC)	2,770,000	1.80%	09/13/19	09/09/24	2,767,008	AAA
FEDERAL NATIONAL MORTGAGE ASSN (FNMA)	3,000,000	2.15%	09/13/19	09/13/24	2,997,990	AA+
Sub-Total US Government Agencies:	42,758,500				42,700,928	
CERTIFICATES OF DEPOSIT						
ALLY BANK	240,000	1.65%	12/22/16	12/23/19	239,861	
BANK BUFFALO (BFFLO)	240,000	1.60%	06/22/17	12/23/19	239,832	
DISCOVER BANK (DFS)	240,000	1.65%	12/21/16	12/23/19	239,861	
AMERICAN EXPRESS (AXP)	240,000	2.05%	12/30/15	12/30/19	240,089	
CONNECTONE BK NJ	240,000	1.85%	12/30/14	12/30/19	240,113	
EVERGREEN BK (EVRBG)	240,000	1.60%	06/30/17	12/30/19	239,825	
GUARANTY BANK	240,000	1.60%	12/29/15	12/30/19	240,060	
MB FINANCIAL BANK	240,000	1.60%	01/08/16	01/08/20	240,173	
EAGLE BANK CTF	240,000	1.60%	01/13/16	01/13/20	239,806	
BANK OF OAKLAND (OKFLD)	240,000	1.70%	06/30/17	06/29/20	239,818	
MARATHON SAVINGS (MRTHS)	240,000	1.70%	06/28/17	06/29/20	239,818	
BANK PRINCETON (BPRCT)	240,000	1.70%	06/30/17	06/30/20	239,818	
CHIPPEWA VY BK (CPWAV)	240,000	1.70%	06/30/17	06/30/20	239,818	
SUMMIT CMNTY BK (SMMF)	240,000	1.70%	06/30/17	06/30/20	239,818	
BANK VISTA (ABDIT)	240,000	1.75%	12/29/16	10/29/20	239,873	
FIRST BANK RICHMOND (FTMUT)	240,000	1.80%	06/27/17	12/28/20	240,000	
CAPITAL ONE BANK (COF)	240,000	2.05%	12/29/16	12/29/20	240,734	
INVESTORS COMM BANK CTF DEP (ICBANK)	240,000	1.90%	12/31/15	12/31/20	240,298	
LAKESIDE BK (LKSDB)	240,000	1.85%	06/22/17	03/22/21	240,175	
FIRSTTRUST SVGS BK (SEMPRE)	240,000	1.90%	06/23/17	06/23/21	240,408	
MARINE BK (CIBH)	240,000	1.85%	06/29/17	06/29/21	240,206	
SIGNATURE BANK (COMMF)	240,000	1.85%	06/30/17	06/30/21	240,206	
GOLD COAST BANK (GDCOB)	240,000	1.90%	06/28/17	12/28/21	240,511	
CAPITAL ONE BANK (COF)	240,000	2.25%	12/29/16	12/29/21	242,352	
CITIZENS ST BK (CSBSH)	240,000	1.90%	06/30/17	12/30/21	240,514	
FIRST ST BANK (FRSTE)	240,000	2.00%	06/30/17	04/29/22	241,169	
BRIDGEWATER BK (BRDGW)	240,000	2.00%	06/29/17	06/29/22	241,229	
MARLIN BUSINESS BK (MRLN)	240,000	2.05%	06/29/17	06/29/22	241,550	
COMENITY CAP BK (ADSK)	240,000	2.25%	06/30/17	06/30/22	242,837	
Sub-Total Certificates of Deposit:	6,960,000				6,970,769	
Total City of Irwindale Investments (Pooled Funds):	65,599,096				65,552,293	

DESCRIPTION OF SECURITY	PAR VALUE/ ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MARKET VALUE	INVESTMENT RATING
SUCCESSOR AGENCY INVESTMENTS						
LOCAL AGENCY INVESTMENT FUND (LAIF)	16,454,152	2.28%			16,454,152	
HOUSING AUTHORITY INVESTMENTS						
LOCAL AGENCY INVESTMENT FUND (LAIF)	4,117,860	2.28%			4,117,860	
GRAND TOTAL OF INVESTMENTS	86,171,108				86,124,305	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 12, 2019. The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is 1.01 years, and the weighted average yield of the City's pooled investments at cost is 1.838%. Market prices of securities are obtained directly through Bank of the West.

Approved by



Eva Carreon, Director of Finance/City Treasurer

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: October 23, 2019
To: Honorable Mayor and Members of the City Council
From: William Tam, City Manager
Issue: Second Reading of Ordinance No. 740

City Manager's Recommendation:

Adopt on second reading Ordinance No. 740 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTIONS 10.28.120 AND 10.28.182 OF THE CITY OF IRWINDALE MUNICIPAL CODE TO ADJUST THE CITY'S REGULATIONS REGARDING OVERNIGHT PARKING" reading by title only and waiving further reading thereof.

Background and Analysis:

At the meeting of October 9, 2019, the City Council introduced Ordinance No. 740 for first reading and conducted a public hearing. It would be in order to adopt the ordinance on second reading.

Fiscal Impact:

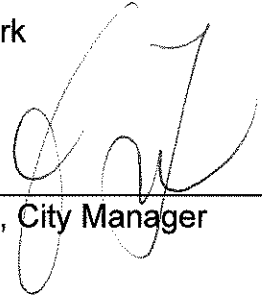
There is no fiscal impact related to the adoption of Ordinance No. 740.

Review:

Fiscal Impact:  (Initial of CFO) None

Legal Impact:  (Initial of Legal Counsel) None

Prepared By / Contact: Laura Nieto, Chief Deputy City Clerk
Phone: (626) 430-2202



William Tam, City Manager

ORDINANCE NO. 740

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTIONS 10.28.120 AND 10.28.182 OF THE CITY OF IRWINDALE MUNICIPAL CODE TO ADJUST THE CITY'S REGULATIONS REGARDING OVERNIGHT PARKING

WHEREAS, the City of Irwindale ("City") is authorized by Article XI, Section 5 and Section 7 of the Constitution of the State of California to exercise the police power of the State by adopting regulations to promote public health, welfare, safety, and general prosperity; and

WHEREAS, the City is continuing in its efforts to address the health, safety, and welfare issues arising from increased overnight parking on numerous City streets; and

WHEREAS, excessive overnight parking results in overcrowding of City streets, and can cause parking difficulties when vehicles are left on the street for prolonged periods of time; and

WHEREAS, the Irwindale Municipal Code currently contains Section 10.28.120, entitled "Storage of vehicles –Use of streets prohibited –Removal authorized," which makes it unlawful for any person to store a vehicle on a City street or alley for more than a consecutive period of 120 hours; and

WHEREAS, during its efforts in enforcing this provision, the City has determined that the 120 hour time period is too long and fails to adequately address the problems arising from prolonged street parking; and

WHEREAS, the City Council desires to adopt this Ordinance to reduce the time period from 120 hours to 72 hours; and

WHEREAS, the Irwindale Municipal Code currently contains Section 10.28.182, entitled "Overnight parking restricted on designated streets," which makes it unlawful for any person to park or store his or her vehicle on certain designated streets from the hours of twelve midnight to five a.m.; and

WHEREAS, the City has identified, based on its enforcement practices and public recommendations, certain additional streets which would benefit from this overnight parking restriction; and

WHEREAS, the City Council now desires to amend the Irwindale Municipal Code to add three additional streets, specifically 2nd Street, Central Avenue, and Business Center Drive, to the list of streets which are covered by the overnight parking restriction; and

WHEREAS, all legal prerequisites to the adoption of this ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The City Council finds that the above recitals are true and correct and are incorporated herein by this reference.

Section 2. Section 10.28.120(A) of Chapter 10.28 of Title 10 of the Irwindale Municipal Code is hereby amended to read as follows (deleted text, if any, is show in ~~strikethrough~~; new text, if any, is shown in ***bold & italics***):

“10.28.120 - Storage of vehicles—Use of streets prohibited—Removal authorized.

No person who owns or has possession, custody or control of any vehicle shall park such vehicle upon any street or alley for more than a consecutive period of ***seventy two*** ~~one hundred twenty~~ hours.”

Section 3. Section 10.28.182 of Chapter 10.28 of Title 10 of the Irwindale Municipal Code is hereby amended to read as follows (deleted text, if any, is show in ~~strikethrough~~; new text, if any, is shown in ***bold & italics***):

“10.28.120 – Overnight parking restricted on designated streets.

It shall be unlawful for any person to park or store any vehicle, truck, truck tractor, or trailer on the following designated streets between the hours of twelve midnight and five a.m.:

1. Foothill Boulevard;
2. Arrow Highway;
3. Irwindale Avenue;
4. Azusa Canyon Road (not to include the west side);
5. Live Oak Avenue;
6. Vincent Avenue;
7. Gladstone Street;
8. Cypress Street;
9. Los Angeles Street;
10. Rivergrade Road;
11. Peck Road;
12. Myrtle Avenue;

13. Longden Avenue;
14. Adelante Street;
15. Alderson Avenue;
16. Ayala Avenue;
17. Ayon Avenue (Not to include the portion of Ayon south of Arrow Hwy.);
18. Bateman Avenue;
19. Buena Vista Street;
20. Calle Eva Miranda;
21. Camino De La Cantera;
22. Diaz Street;
23. Durbin Street;
24. Martin Road;
25. Meridian Street;
26. Montoya Street;
27. Olive Street;
28. Ornelas Street;
29. Salvatierra Street;
30. Santos Diaz Street;
31. Schabarum Avenue;
32. Tifal Avenue;
33. Tapia Street;
34. 1st Street;
35. 4th Street.
- 36. 2nd Street.**
- 37. Central Avenue.**
- 38. Business Center Drive."**

Section 4. The amended provisions of Sections 10.28.120(A) and 10.28.182 10.28.182 of Chapter 10.28 of Title 10 of the Irwindale Municipal Code, as amended, shall become operative on the first day of the first month following the effective date of this Ordinance.

Section 5. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

Section 6. The City Clerk shall certify to the passage and adoption of this ordinance by the City Council of the City of Irwindale and shall cause a summary of this ordinance to be published in accordance with Government Code Section 36933, in a newspaper of general circulation which is hereby designated for that purpose, and this ordinance shall take effect thirty (30) days after its passage.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this _____ day of _____, 2019.

Albert F. Ambriz, Mayor

ATTEST:

State of California }
County of Los Angeles } ss.
City of Irwindale }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, California, do hereby certify that the foregoing Ordinance No. 740 was duly introduced at a regular City Council meeting held on the 9th day of October 2019, and adopted at a regular meeting of the City Council held on the ____ day of _____ 2019, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura Nieto, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 740, adopted by the City Council of the City of Irwindale at its regular meeting held _____, 2019 to be posted at the City Hall, Library, and Post Office on _____, 2019.

Dated:

Laura M. Nieto, MMC
Chief Deputy City Clerk

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: October 23, 2019

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Approval of Plans and Specifications for the Irwindale Park IIB Improvement Project

City Manager's Recommendation:

That the City Council (1) approve the design of the Irwindale Park IIB Improvement Project; (2) find that the project is categorically exempt from the provisions of the California Environmental Quality Act; (3) approve the Plans and Specifications for the Irwindale Park IIB Improvement Project; and (4) authorize staff to solicit bids for construction of the project.

Background and Analysis:

1. On August 27, 2014, the City Council approved the original Park Improvement Project designed by Steven A. Ormenyi & Associates, consisting of three (3) phases. Phase II was completed in 2015 and included improvements to the gazebo/plaza area; including landscaping, electrical outlets, new trees, energy efficient lights, and ADA access to the swimming pool. Phase I and III were not constructed due to limited funding.
2. On February 13, 2019, the City Council approved the construction of the Park Improvement Project Phase I and III during the Fiscal Year 2018-2019 mid-year review. The Park Improvement Project Phase I and III has been combined into one project and will now be referred to as the Irwindale Park Phase IIB Improvement Project ("Project") since Phase II was approved and completed in 2015 and the plans on file reference this phase as Phase II.
3. On June 26, 2019, the City Council awarded a professional contract with Steven A. Ormenyi & Associates to update the construction bid package to incorporate the current codes and regulations, ratified the approval of a construction budget, and appropriated funds for the construction, oversight and inspection support services related to the Project.
4. Phase IIB will include the following major improvements:
 - a. Remove existing tennis courts and construct a memorial garden.
 - b. Remove the existing half-court basketball court and reconstruct a new half-court basketball court.

- c. Construct an off-street school bus drop off and pickup area east of the Dan Diaz Recreation Center.
 - d. Remove and replace Picnic Shelter BBQ pits
 - e. Replace existing Picnic Shelter wood trellis.
 - f. Remove and replace all damaged Picnic Shelter roof structures.
 - g. Upgrade landscaping and irrigation in the area between the plaza area and Calle del Norte.
 - h. Replace existing park lights and all picnic shelter lights with energy efficient fixtures.
 - i. Replace existing damaged concrete benches.
 - j. Replace rusted steel column at Recreation Center Stairway.
 - k. Remove and replace damaged sidewalk along hallway.
 - l. Improve park irrigation, by landscaping areas with new drought tolerant plants and construct new drainage devise to improve local drainage within the park.
 - m. Both restroom building will be renovated to meet ADA requirements.
5. Based on input received from the Park and Recreation commission on July 3, 2109, August 7, 2019 and October 2, 2019, the project design has been revised to include:
- a. ADA accessible path and seating to be installed at the softball bleacher area.
 - b. ADA accessibility at the Horseshoe pit and construction of a second horseshoe pit.
 - c. Remove and replace existing cement slab and picnic tables to the east of the horseshoe pit, including a new trellis covered picnic area, picnic tables and BBQ pits.
 - d. Trellis covering for the two wings of the picnic shelter and a cement counter constructed in the west wing.
 - e. Remove and replace the picnic benches inside the Picnic Shelter.
6. Additional improvements include:
- a. Removal of the stairs located on the west side of the front entrance of the Dan Diaz Recreation Center and replaced with grass.
 - b. Replace all of the picnic tables throughout the park as most of them are found to be in bad condition.
 - c. Remove and replace the drinking fountain near the southeast parking lot with a dog friendly drinking fountain.
 - d. Based on the photometric analysis, lighting will be enhanced in the following areas to address safety concerns:
 - i. Pathway LED lighting installed along the west side of the service road leading into the park plaza.
 - ii. Pathway LED lighting along the north and east exterior walls of the swimming pool.
 - iii. Pathway LED lighting along the east and south exterior walls of the Dan Diaz Recreation Center. Lighting installed along the center stair area leading into the building and additional lighting fixtures added to tree planters to illuminate the walkway in front of the building.


- iv. Exterior LED lighting installed at the swimming pool, restroom buildings (motion sensor/dimming), and picnic shelter.
 - v. Remove and replace lighting in the southeast parking lot of the park with LED motion sensor/dimming fixtures.
 - vi. Replace lighting fixtures in the playground with LED fixtures and install one new light pole/fixture.
7. A set of plans and specifications are available for review in the City Manager's office. Upon approval by City Council, this project will be advertised in November. It is expected that the award of this contract be scheduled for consideration in December 2019.
8. This project is considered categorically exempt as it falls under Section 15301 and 15303 of CCR, Title 14 "Guidelines for California Environmental Quality Act." – "minor repairs on existing public facilities and new construction of small structures."

Fiscal Impact:

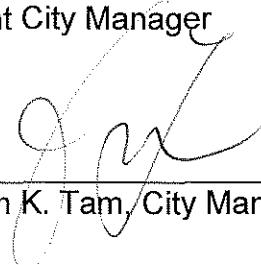
Sufficient funds are included in the Capital projects Fund for the construction of this project

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By/Contact: Theresa Olivares, Assistant City Manager
Phone: (626) 430-2294



William K. Tam, City Manager

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: October 23, 2019
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: 2020 Census Update

City Manager's Recommendation:

Receive and file.

Background and Analysis:

The U.S. Constitution requires that a census be conducted every ten years to tabulate the entire American population. The primary constitutional purpose for the decennial census is to determine how many congressional representatives each state will have for the next decade and to ensure equal representation in the redistricting process. The federal government also uses census data to distribute more than \$883 billion in federal funds each year.

Local, state, and federal governments use data derived from the census to determine: 1) demographic composition, 2) education planning, 3) procurement and provision of services, 4) infrastructure and transportation planning, 5) allocation of resources and a way to provide financial assistance where needed, 6) emergency preparedness, disaster relief, and resiliency planning, 7) characterization of built structures for zoning and permitting processes, and 8) measurement of the success and outcomes of local programs or initiatives.

In essence, an accurate census count ensures that our children and families receive their fair share of social services and assists the City of Irwindale in investing in vital projects and programs.

The Census Bureau seeks to count all people residing in the United States at their usual residence, which is the place where they live and sleep most of the time, on or around **Census Day**, which is **April 1, 2020**. People who do not have a usual residence, or who cannot determine one, are counted where they are present most on Census Day.

In previous censuses, people could submit their responses only by mail using a paper questionnaire or, if they did not self-report, they could respond in-person to an enumerator (Census Taker). However, beginning in 2020, the Census Bureau will encourage households to respond through an **online portal** or **over the phone**, (these responses will

be accepted in English, Spanish, and 11 other languages). The customary types of responses (via paper questionnaire and in-person enumeration) will still be made available.

In light of the importance of participating in the census, and due to the positive implementation of technology in the census process, the City of Irwindale wishes to 1) **educate, motivate, and activate everyone in our community to participate**, and 2) **combat the spread of misinformation**.

To this end, staff has committed to the following actions:

- 1) **Develop a communications link with regional Census Bureau leaders.** Staff has and will continue to attend various informational meetings and workshops in order to network and gain insight as to how best to "get out the count".
- 2) **Use the City's social media channels, monthly mailer, and the City website to amplify campaign communications.** Staff will soon begin to disseminate information via the City's social media platforms, monthly mailers to residents, and will create a page on our website to contain FAQ's, general information, and links to additional resources, including **job availability with the Census Bureau**.
- 3) **Invite Census Bureau staff to attend City events and activities.** Beginning with the Free Compost Event (scheduled for October 19th at the Irwindale Library), Census Bureau staff has committed to becoming a highly visible presence at City functions. Plans are underway for them to attend additional events such as the Senior Center's Halloween Dance, the Recreation Department's Halloween Spooktacular, and the Christmas Spectacular and Mayor's Tree Lighting Ceremony. They have also been invited to set up booths during certain days of the week at the Library and Senior Center to assist interested individuals and address their questions/concerns.
- 4) **Host internet kiosks at City facilities.** Staff will reduce barriers to accessing the new digital census by setting up computer kiosks at City Hall, Senior Center, and the Library to assist individuals in getting information about the census and be counted.

Fiscal Impact:

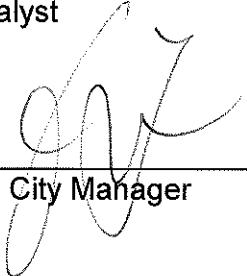
None at this time.

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By / Contact: Armando Hegdahl, Management Analyst
Phone: (626) 430-2201



William Tam, City Manager

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: October 23, 2019
To: Honorable Mayor and Members of the City Council
From: William Tam, City Manager
Issue: Approve Appropriation of Asset Forfeiture Funds

City Manager's Recommendation:

Adopt Resolution No. 2019-55-3139, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING FEDERAL AND STATE ASSET FORFEITURE FUNDS FOR USE BY THE POLICE DEPARTMENT," reading by title only and waiving further reading thereof, thereby appropriating asset forfeiture funds.

Analysis:

The Department of Justice (DOJ) Equitable Sharing Program (Asset Forfeiture) is federal law enacted in 1984. The primary purpose of this program is to assist law enforcement in the deterrence of crime by depriving criminals of the profits and proceeds of their criminal activities and to weaken criminal enterprises by removing the instrumentalities of crime. An ancillary purpose of this program is to enhance cooperation among federal, state and local law enforcement agencies through the equitable sharing of federal forfeiture proceeds.

The Irwindale Police Department in cooperation with federal, state, and local agencies, has participated in several investigations over the past four years that have resulted in the seizure of personal property to include automobiles and U.S. currency. Through the Equitable Sharing Program, the police department applied for and received a portion of funds from each related investigation from both federal and state equitable sharing programs. Allocations of funds through these programs are determined by the percentage of time and effort that a participating agency puts toward the case investigation that resulted in seized property.

Federal and state laws dictate permissible and non-permissible purchases under the asset forfeiture program. Permissible items include law enforcement training in any area that is necessary to perform official law enforcement duties, equipment and operations for investigations and official law enforcement duties, telecommunications equipment, and law enforcement facilities and related items to include government furniture.

Asset forfeiture funds cannot be used for regular salaries of existing police officers, but may be used for the salary of police officers assigned to a specific task force for a specified period of time or under certain other conditions. The permissible appropriation of funds will include:

- Salary and overtime costs associated with asset forfeiture investigations
- Law enforcement training
- Hardware, software, wireless connectivity and other required equipment related to the department's reporting and telecommunications infrastructure
- Radio Communication Systems / In-car camera system / MDC-Mobile Data
- Video surveillance equipment
- Equipment and operations related to investigations
- Executive Conferences – In State/Out of State

Fiscal Impact:

Federal and State Asset Forfeiture funds are received, appropriated and spent out of Funds 16 and 17 respectively. These funds are separate from the General Fund.

The police department has received \$9,154.27 for fiscal year 2018-2019 and \$120,343.18 for fiscal year 2019-2020 of federal asset forfeiture – Federal Treasury Funds. The police department has also received \$594.30 from prior year's interest for federal asset forfeiture (fund 16).

The police department has received \$754.61 from prior year's interest for state asset forfeiture (fund 17).

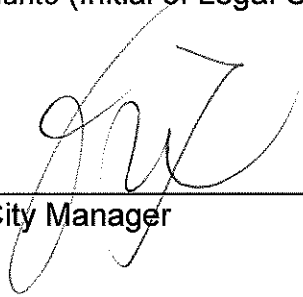
If approved, the attached resolution allows for an appropriation of \$130,091.75 federal asset forfeiture and interest, and \$754.61 state asset forfeiture interest funds as follows:

- | | | |
|----------------|----------------------------|----------------------|
| ○ \$20,000.00 | to Computer Systems | 16-35-370-44300-0000 |
| ○ \$110,091.75 | to Large Tools & Equipment | 16-35-370-44500-0000 |
| ○ \$754.61 | to Training (state) | 17-35-370-41200-0000 |

Fiscal Impact:  (Initial of CFO)

Legal Impact: *Electronically Approved by City Attorney Galante* (Initial of Legal Counsel)

Prepared By/Contact: Ty Henshaw, Chief of Police
Phone: (626) 430-2234



William Tam, City Manager

Attachment(s): Resolution 2019-55-3139

RESOLUTION NO. 2019-55-3139

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROPRIATING FEDERAL AND STATE ASSET FORFEITURE FUNDS
FOR USE BY THE POLICE DEPARTMENT**

WHEREAS, the Irwindale Police Department wishes to enhance the quality of service to the community by seeking outside funding sources to supplement the Police Department budget; and

WHEREAS, the City of Irwindale Police Department has assisted federal, state and local law enforcement agencies with investigations related to illegal narcotics and other criminal activity over the past years; and

WHEREAS, the United States Department of Justice and the California Department of Justice have an Equitable Sharing Program that allows law enforcement agencies to share in federal forfeiture proceeds from property seized during these investigations; and

WHEREAS, federal and state laws dictate that these funds must be utilized by the Police Department for investigations and operations related to asset forfeiture investigations and/or training and equipment related to official law enforcement duties; and

WHEREAS, the Police Department has received an additional \$130,091.75 in federal asset forfeiture proceeds including interest earned and \$754.61 in state asset forfeiture interest, which are ready for use by the Police Department in accordance with the requirements.

NOW, THEREFORE, the City Council of the City of Irwindale, California, resolves, determines and orders as follows:

SECTION 1. Asset forfeiture funds obtained through the U.S. Department of Justice Equitable Sharing Program in the amount of \$130,091.75, and through the California asset forfeiture interest in the amount of \$754.61, are appropriated for the total amount of \$130,846.36.

SECTION 2. These funds shall be used in accordance with federal and state law for salary and overtime costs associated with asset forfeiture investigations; the purchase of law enforcement training, hardware, software, mobile video computers, radio communication systems, in-car camera system, video surveillance equipment, equipment and operations related to investigations and executive conferences.

SECTION 3. The Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 23rd day of October, 2019.

Albert F. Ambriz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2019-55-3139 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 23rd day of October, 2019, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: October 23, 2019

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: BriteWorks, Inc. Contract Extension for Janitorial Services for City Facilities through December 2019

City Manager's Recommendation:

That the City Council (1) approve Amendment No. 1 to the Janitorial Services Agreement to extend and ratify the additional janitorial services provided by BriteWorks, Inc. from July 1, 2019 to December 31, 2019; (2) authorize the City Manager to enter into an agreement with BriteWorks, Inc. for the duration of the year.

Background and Analysis:

BriteWorks, Inc. was awarded the Janitorial Services Contractor for City Facilities on August 27, 2014. The initial contract expired on June 30, 2017 with an option for two consecutive twelve (12) month extensions. Based on their highly satisfactory evaluation issued on June 29, 2017 and Section 5.1 (Term) of their contract agreement with the City of Irwindale, BriteWorks received two (2) additional, one (1) year period extensions. The new expiration date was set for June 30, 2019.

As to not interrupt service, on July 1, 2019, the City Manager entered into an agreement with BriteWorks, Inc. to continue providing Janitorial Services to the City until a Request for Quotations could be finalized. The cost for monthly service is \$9,277 and with the City Manager's signature authority of \$30,000, the new contract was entered into for \$27,831 and set to expire on September 30, 2019.

The Public Works Services Department issued a Request for Quotations for Janitorial Services for City of Irwindale Facilities on Wednesday, September 25, 2019. A mandatory site walk through occurred on Tuesday, October 8, 2019 and the department accepted questions until Wednesday, October 16, 2019 at 5 p.m. The Request for Quotations are due Wednesday, October 30, 2019 at 5:00 p.m. and interviews are scheduled for Monday, November 4, 2019.

Staff anticipates the award of contract at the November 13, 2019 city council meeting. With the submittal of all required documentation and the potential for a transfer from one company to another, the new contract would not begin until January 1, 2019. Therefore, Staff is requesting that service not be interrupted and City Council approve the extension, ratify the current contract entered into with the City Manager, and authorize the City Manager to extend and approve the contract agreement to December 31, 2019 with BriteWorks, Inc.

Fiscal Impact:

Sufficient Funds were budgeted for Janitorial Services under Public Works Contracts in the FY2019-2020 Budget.

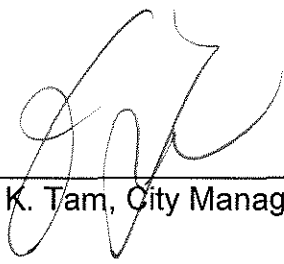
Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact: Electronically approved by the City Attorney (Initial of Legal Counsel)

Prepared By: Elizabeth Rodriguez, Public Works Services Manager

Phone: (626) 430-2211



William K. Tam, City Manager

- Attachment(s):**
- (1) Contract Services Agreement for Janitorial Services for City of Irwindale Facilities
 - (2) Amendment No. 1 to Contract Services Agreement for Janitorial Services for City of Irwindale Facilities

CITY OF IRWINDALE

CONTRACT SERVICES AGREEMENT FOR JANITORIAL SERVICES FOR THE CITY OF IRWINDALE FACILITIES

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 1st day of July, 2019, by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and Brite Works, Inc., 620 N. Commercial Avenue, Covina CA 91723 (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Twenty-Seven Thousand, Eight-Hundred Thirty-One and 00/100 Dollars (\$27,831.00) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories:

labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the

period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until September 30, 2019. Except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Anita Ron, President, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. William Tam, City Manager [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

Without limiting Consultant's indemnification of the City and prior to commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

5.2 Other Provisions or Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required in section 5.1, and for purposes of Workers' Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the City in lieu of proof of Workers' Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance of services. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of the Agreement, and any extension thereof.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant's insurance and shall not contribute with it. The limits of insurance required

herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and

volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Deductibles/ Self-insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial,

administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 **Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract

Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to

compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Ave., Irwindale CA 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement

which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

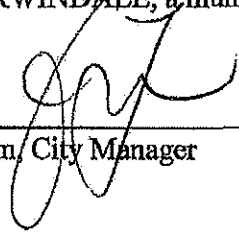
8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRVINDALE, a municipal corporation



William Tam, City Manager

CONSULTANT:

BriteWorks, Inc.

620 N. Commercial Avenue

Covina, CA 91723

By: Anita Ron
Name: Anita Ron
Title: President

By: Anita Ron, President
Name:
Title:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES _____

On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- | | | |
|--------------------------|----------------------|----------------------------------|
| <input type="checkbox"/> | INDIVIDUAL | |
| <input type="checkbox"/> | CORPORATE OFFICER | |
| | _____
TITLE(S) | |
| <input type="checkbox"/> | PARTNER(S) | <input type="checkbox"/> LIMITED |
| | | <input type="checkbox"/> GENERAL |
| <input type="checkbox"/> | ATTORNEY-IN-FACT | |
| <input type="checkbox"/> | TRUSTEE(S) | |
| <input type="checkbox"/> | GUARDIAN/CONSERVATOR | |
| <input type="checkbox"/> | OTHER | _____ |

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

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On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL

NUMBER OF PAGES

☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

In accordance with the terms of this Agreement, Contractor shall perform the following services:

1.0 GENERAL INFORMATION

1.1 SCOPE OF SERVICES AND INTENT

Contractor to furnish complete janitorial services for the City of Irwindale Facilities:

- a. **City Hall – 5050 N Irwindale Avenue**
Available for cleaning anytime Monday - Thursday between 6 pm and 8 am.
- b. **Council Chamber – 5050 N Irwindale Avenue**
Available for cleaning anytime Monday - Thursday between 6 pm and 8 am.
Every Wednesday Night of the Month, meetings occur at 6:00 pm, which may be difficult to complete the work without delays.
- c. **Police Department – 5050 N Irwindale Avenue**
Available any day of the week.
- d. **Library – 5050 N Irwindale Avenue**
Available Monday – Saturday between the hours 7 pm and 9 am. Schedule is subject to change.
- e. **Dan Diaz Recreation Center – 16053 Calle de Paseo**
Available Monday - Friday between the hours of 8 pm and 8 am, Saturdays between 4 pm and 10 am and Sundays anytime. When the building is being used, it may be difficult to complete the work without delay.
- f. **Swimming Pool – 16053 Calle de Paseo**
Available any day of the week. (Off Season: September – May, cleaning will need to occur twice a week; Season: June – August the facility will need to be cleaned every day before 8 am).
- g. **Irwindale Park - 16053 Calle de Paseo**
Friday, Saturday, Sunday, and Holidays
- h. **Jardin de Roca Park - 5051 Irwindale Avenue**
Friday, Saturday, Sunday, and Holidays
- i. **Little Park of Irwindale - 2419 Alice Rodriguez Circle**
Friday, Saturday, Sunday, and Holidays

- j. **Picnic Shelter - 16053 Calle de Paseo**
Friday, Saturday, Sunday, and Holidays

1.1.2 SERVICE SCHEDULE

See Proposed Bidding Schedule below.

Although the City does not plan to add or remove facilities from the contract, it is possible that during the term of the contract and the optional renewals (approximately 3 years total), it may be necessary to modify the number of facilities and/or square footage to be cleaned. If it is necessary to make changes, pricing will be adjusted accordingly and by mutual agreement. If the price adjustment cannot be agreed upon, the contract will be terminated and possibly re-bid. Details are provided for the facility. See Attachment "A".

The Contractor shall provide management, supervision, labor, materials, supplies, equipment and shall plan, schedule, coordinate, and assure effective performance of all janitorial services provided in accordance with the standards, frequencies and durations described herein.

The Contractor will be expected to commence all work within 30 days after approval of Agreement. Submission and approval of all required documents (insurance certificates, employee listing, MSDS sheets, performance/surety bond, and etc.) are required prior to commencement of work.

1.2 REQUIRED DAILY SERVICES

See Building Specifications Below

BUILDING SPECIFICATION FOR JANITORIAL SERVICES REQUIRED FOR CITY OF IRWINDALE FACILITIES

1. CLEANING WORK AND QUALITY REQUIREMENTS

2. RESTROOMS:

NOTE: CLEANING TOOLS USED IN RESTROOMS SHALL NOT BE UTILIZED IN GENERAL OFFICE AND OTHER AREAS (i.e., rags, mops, sponges, gloves, etc.)

A. Daily:

1. Sweep and wet mop or scrub floors utilizing a cleaner - disinfectant.

Sweeping, Wet Mopping Scrubbing: The floors shall be cleaned with a germicidal detergent solution and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean.

2. Clean and sanitize all fixtures including metal and chrome surface - water closets, urinals, washbasins, shower stalls, mirrors, waste receptacles, shelving, dispensers and wall surfaces, utilizing a germicidal detergent solution.

Fixture Cleaning: All fixtures and metal surfaces (washbasins, urinals, toilets, shower stalls, etc.) shall be cleaned with an approved germicidal detergent solution; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.

3. Empty waste receptacles, service/supplies, paper towel, soap, toilet paper and seat cover dispensers. Empty, clean and disinfect sanitary napkin receptacles; replace soiled bags with new ones. Collect soiled bags in separate containers for disposal.

Servicing: All supplies shall be provided and waste receptacles shall be emptied and sanitary napkin dispensers' emptied, cleaned, disinfected and new bags inserted.

B.

4. Spot-Clean other Surfaces and Dust Horizontal Surfaces.

Spot-Cleaning: Smudges, marks or spots shall have been removed without causing unsightly discoloration.

Thorough Dusting: There shall be no dust streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools. When inspected with a flashlight, there shall be few traces of dust on any surface.

C. Weekly:

Damp Mop and Spray Buff all Resilient Floors.

Damp Mopping and Spray Buffing: Floors shall be free of streaks, mop-strand marks and skipped areas. All walls baseboards and other surfaces shall be free of splashing and markings from the equipment. The finished area should have a uniform luster.

Damp wipe the full surface area of all stall-partitions, doors, counter tops, shelves, and wastepaper receptacles utilizing a multipurpose germicidal cleaner.

Damp Wiping: All dirt, dust, water stains, spots, streaks, and smudges shall be removed from the surfaces.

Prime and Treat Floor Drains: Prime and treat floor drains with an approved liquid enzyme treatment to reduce odors and gas smells.

D. Monthly:

Damp mop and wax all hard and resilient flooring in remaining room areas.

Damp Mopping and Waxing: Damp mop and wax all hard and resilient flooring. The finished area shall have a uniform luster. Walls, baseboards and other surfaces shall be free of residue.

Grout Lines: All grout lines shall be free of all stains and discoloration.

E.

F. Quarterly:

Strip and apply four coats of floor finish to resilient floors.

Stripping: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns or scuffmarks. There shall be no buildup in corners or crevices.

Finishing: Walls, baseboards and other surfaces shall be free of finish residue and marks from the equipment. Floors shall be free of streaks, mop strand marks and skipped areas.

3. **ROOM CLEANING:** Includes all office areas, file rooms, conference rooms, kitchens, Council Chambers, lounges, health units, and the corridor space adjacent to these areas.

A. Daily:

1. Empty wastebaskets and remove trash to designated disposal area. Clean washbasins and mirrors, as necessary; supply paper towels where dispensers are provided. Clean the areas used for the collection of solid wastes. Wash or steam clean all cans used for collection of food remnants, inside and out. No chemicals or cleaners shall be used without the prior written consent of the manager. (Note: Carts and containers used for the collection and/or storage of waste material shall be of noncombustible or flame resistant construction.)

Recyclable Waste Collection: All recyclable waste disposed of in designated recycling bins throughout the buildings shall be collected and removed to an area designated by the City.

Lunch Rooms: Thoroughly germa-clean lunchroom floors including tables, chairs and counter tops with approved disinfectant.

Solid Waste Collection: All solid wastes generated in the building shall be collected and removed to area designated for trash by the City.

Porcelain Ware Cleaning: Washbasins shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.

Damp Wiping Mirrors: Mirrors shall be clean and free of dirt, dust, streaks and spots.

2. Clean interior of microwaves, sinks, ovens, stoves, refrigerators and coffeepots.
3. Clean both sides of plate glass within the building:

Interior Glass Cleaning: Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime and shall not be cloudy. Cleaners shall be non-abrasive and special care shall be taken so that glass treatments (tinting) shall not be scratched.

4. In office areas, file rooms, conference rooms, and lounge areas sweep floors, vacuum carpet and extend the sweep or vacuum to remove obvious dirt from around and under furniture. Remove gum from under desks and workstations.

Vacuuming: Carpet surfaces shall be free of obvious dirt, dust and other debris.

Note: For the purpose of this contract, whenever the term carpet or carpeting is used, it is intended to include wall-to-wall carpeting as well as room size rugs and area rugs.

Sweeping: Floor surfaces shall be free of obvious dirt or debris. Sweep with a chemically treated mop.

Dusting: Available horizontal surfaces shall be free of obvious dust. Dust all blinds.

Dust with a treated dust cloth all horizontal surfaces that are readily available and visibly require dusting.

5. Carpet Spotting: Excessive buildup spillages or crusted material shall have been removed along with spots, smears and stains. There shall be no evidence of fizzing caused by harsh rubbing or brushing. Cleaned areas shall blend with adjacent areas of carpeting. Spot cleaning shall be done according to manufacture recommendations.
6. Damp mop lounge areas, including kitchens, and spray buff.

Damp Mopping and Spray Buffing: Floors shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces shall be free of splashings and markings from the equipment. The finished area shall have a uniform luster.

B. Weekly:

1. In office areas, file rooms, libraries, conference rooms and lounge areas thoroughly dust horizontal surfaces of furniture and all wall surfaces within approximately 70 inches of the floor and vertical surfaces and under surfaces (knee wells, chair rungs, table legs, etc.). Clean glass desktops. Vacuum all carpet.

Thorough Dusting: There shall be no dust streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oils, spots or smudges on dusted surfaces caused by dusting cycle.

Damp Wiping (Glass Desk Top): Glass desktops shall be free of dirt, dust, streaks and spots.

Thorough Vacuuming: Carpets, including corners, shall be clean and free from dust balls, dirt and other debris; nap on carpets shall lie in one direction upon completion of the vacuuming task.

Sweep full floor area.

Thorough Sweeping: Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, under furniture or behind doors.

2. Spot clean wall surfaces within approximately 70 inches of the floor.

Spot Cleaning: Smudges, marks or spots shall have been removed without causing unsightly discoloration.

C. Monthly:

Damp mop and wax all hard and resilient flooring in remaining room areas:

Damp Mopping and Waxing: Damp mop and wax all hard and resilient flooring. The finished area shall have a uniform luster. Walls, baseboards and other surfaces shall be free of residue.

Telephones: Germicide all telephones.

In office areas, file rooms, libraries and conference rooms. Damp wipe glass in interior office doors, partitions and bookcases.

Interior Glass Cleaning: See quality requirements outlined in room cleaning daily, Section 2.

D. Quarterly:

Strip and apply four coats of floor finish to all flooring.

Stripping: All old finish or wax shall have been removed. There shall be no evidence of gum, rust burns or scuffmarks.

Finishing: Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform luster.

E. Services to be Performed as Required to Maintain Quality Standards:

Wash, damp wipe, or provide plastic liners for wastebaskets to keep them in an acceptable condition.

Cleaning Wastebaskets: Wastebaskets shall be free of dust, debris and residue. Plastic liners shall not be torn, worn or contain residue.

Wipe down and treat surfaces of wood paneling.

Cleaning Wood Paneling: Paneling shall be free of dirt, dust, streaks and spots.

4. MAIN ENTRANCES, MAIN LOBBIES AND MAIN CORRIDORS

A. Daily:

1. Sweep bare floors and vacuum carpeted floor areas. Clean and polish metal doorknobs, push bars, kick plates, railings and other metal surfaces; clean and polish wood handrails, doors and other wood surfaces; clean spots and marks off walls, dust all surfaces within approximately 70 inches from the floor.

Thorough Sweeping: Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, under furniture or behind doors.

Thorough Vacuuming: Carpets shall be clean and free from dust balls, dirt and other debris; nap on carpets shall lie in one direction upon completion of the vacuuming task.

Metal Polishing: Metal surfaces shall be free of smears, stains and finger marks. They shall be clean and bright and polished to a uniform luster.

Wood Polishing: Wood surfaces shall be clean and free of smudges and residue.

Spot Cleaning: Smudges, marks or spots shall have been removed without causing unsightly discoloration.

Thorough Dusting: There shall be no dust streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.

Telephones: Germicide public telephones.

2. Damp mop and spray buff all hard and resilient floors.

Damp Mopping and Spray Buffing: Floors shall be free of streaks, mop strands marks and skipped areas. Walls, baseboards and other surfaces shall be free of splashing and markings from the equipment. The finished area should have a uniform luster.

3. Clean both sides of entrance door glass and glass surrounding entrance doors within reach.

Glass Cleaning: All glass shall be clean and free of dirt, grime, dust, streaks, watermarks and spots and shall not be cloudy.

B. Monthly:

All grout lines shall be clean and free of stains and discoloration.

C. Quarterly:

1. Clean and polish all door thresholds.

Cleaning Thresholds: Thresholds shall be clean and free of oil, grease, dirt and grime.

Strip and apply four coats of floor finish to all hard and resilient floors.

Stripping: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns or scuffmarks. Water solutions shall not be used on wood flooring.

Note: Additional coats of finish may be required between this frequency in order to meet the quality requirements identified in Main Entrances, daily Sec. 2.

Finishing: Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform luster.

5. DRINKING FOUNTAINS

A. Daily:

Clean drinking fountains and replenish paper cups where dispensers are provided.

Cleaning Drinking Fountains: The porcelain or stainless steel surfaces shall be clean and bright, and they shall be free of dust, spots, stains and streaks. Drinking fountains shall be kept free of trash, ink, coffee grounds etc.

Metal Polishing: Metal surfaces shall have a polished and lustrous appearance.

6. STORAGE SPACE

A. Monthly:

Sweep the full floor area:

Thorough Sweeping: Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, under furniture, or behind doors.

7. INTERIOR WINDOWS AND GLASS

A. Monthly:

Wash interior building windows, including spandrel glass, glass over vestibule doors, and all plate glass around entrances, lobbies and vestibules.

Window Washing: Washed glass shall be clean and free of dirt, grime, streaks and excessive moisture and shall not be cloudy. Window sashes, sills, woodwork and other surroundings of interior glass shall be wiped free of drippings and other watermarks.

8. EXTERIOR WINDOWS

Exterior windows shall be cleaned in the following months:

- January
- April
- July
- October

9. MINI AND VERTICAL BLINDS

A. Annually:

1. Remove from the building premises all mini and vertical blinds and wash. Blinds shall be returned and hung within three (3) working days. Clean tapes and cords.

Washing: Both sides of blind slats shall be clean and free of dust and water.

2. Dust or vacuum all blinds at a 3-month interval from washing cycle.

Dusting: Both sides of blind slats shall be free of dust.

10. HIGH CLEANING

A. Monthly:

Clean surfaces and objects in the building approximately 70 inches or more from the floor. This includes but is not limited to the wall and ceiling areas, ventilating and air conditioning outlets, transoms, clocks, ceiling moldings, tops of partitions, overhead pipes, wall fans, pictures, plaques, wall or ceiling diffusers, file cases, bookcases, lockers, etc. Damp wipe and dry high surfaces such as transoms, clock glass, picture frames and glass, smudged areas surrounding air grilles, diffusers, etc. Drapes shall be vacuumed in place.

High Cleaning: Surfaces shall be clean and free of dust. Where glass is present, both sides shall be clean and free of streaks.

11. MODULAR AND/OR SYSTEMS FURNITURE AND UPHOLSTERED FURNITURE

A. Monthly:

Thoroughly vacuum to remove embedded dirt and dust.

Thorough Vacuuming: All modular systems and upholstered furniture shall be vacuumed completely to remove all dirt and dust.

Spot Cleaning: Check and spot clean all modular desks and upholstered furniture with approved cleaner. All spot cleaning shall be done according to manufacture recommendations.

12. CARPET SHAMPOOING REQUIREMENTS

A. Weekly:

During the week, check and spot clean, corridors, lobbies, individual areas, conference rooms, and all other carpeted areas on the floors as needed. Spot clean as per manufacture recommendation.

B. Bi-Annually:

All Carpeted areas in the following City facilities will be shampooed following the manufacturers recommended procedures:

- a. Library – 5050 N Irwindale Avenue
- b. Senior Center – 16116 Arrow Highway

C. Annually:

All Carpeted areas in the following City facilities will be shampooed following the manufacturers recommended procedures:

- a. City Hall – 5050 N Irwindale Avenue
- b. Council Chambers – 5050 N Irwindale Avenue
- c. Police Department – 5050 N Irwindale Avenue
- d. Dan Diaz Recreation Center – 16053 Calle de Paseo
- e. Annex Offices – 16102 Arrow Highway
- f. Community Center – 16102 Arrow Highway
- g. Chamber of Commerce – 16102 Arrow Highway

D. Upholstered Chairs: All upholstered chairs at the following facilities are to be shampooed every even year:

- a. Council Chambers – 5050 N Irwindale Avenue
- b. Community Center – 16102 Arrow Highway
- c. Senior Center – 16116 Arrow Highway

Carpet and Upholstered Shampooing: All carpets shall be clean, free of spots, spillages and removable stains. There shall be no evidence of fizzing caused by harsh rubbing or brushing.

Note: Furnishings moved during the carpet shampoo program will be replaced in their original position.

13. PARK FACILITIES

RESTROOMS (l & m)

NOTE: CLEANING TOOLS USED IN RESTROOMS SHALL NOT BE UTILIZED IN GENERAL OFFICE AND OTHER AREAS (i.e., rags, mops, sponges, gloves, etc.)

A. Weekends (Friday - Sunday):

1. Sweep and wet mop or scrub floors utilizing a cleaner - disinfectant.

Sweeping, Wet Mopping Scrubbing: The floors shall be cleaned with a germicidal detergent solution and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean.

2. Clean and sanitize all fixtures including metal and chrome surface - water closets, urinals, washbasins, shower stalls, mirrors, waste receptacles, shelving, dispensers

and wall surfaces, utilizing a germicidal detergent solution.

Fixture Cleaning: All fixtures and metal surfaces (washbasins, urinals, toilets, shower stalls, etc.) shall be cleaned with an approved germicidal detergent solution; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.

3. Empty waste receptacles, service/supplies, paper towel, soap, toilet paper and seat cover dispensers. Empty, clean and disinfect sanitary napkin receptacles; replace soiled bags with new ones. Collect soiled bags in separate containers for disposal.

Servicing: All supplies shall be provided and waste receptacles shall be emptied and sanitary napkin dispensers' emptied, cleaned, disinfected and new bags inserted.

4. Spot-Clean other Surfaces and Dust Horizontal Surfaces.

Spot-Cleaning: Smudges, marks or spots shall have been removed without causing unsightly discoloration.

Thorough Dusting: There shall be no dust streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools. When inspected with a flashlight, there shall be few traces of dust on any surface.

5. Damp Mop and Spray Buff all Resilient Floors.

Damp Mopping and Spray Buffing: Floors shall be free of streaks, mop-strand marks and skipped areas. All walls baseboards and other surfaces shall be free of splashing and markings from the equipment. The finished area should have a uniform luster.

Damp wipe the full surface area of all stall-partitions, doors, counter tops, shelves, and wastepaper receptacles utilizing a multipurpose germicidal cleaner.

Damp Wiping: All dirt, dust, water stains, spots, streaks, and smudges shall be removed from the surfaces.

Prime and Treat Floor Drains: Prime and treat floor drains with an approved liquid enzyme treatment to reduce odors and gas smells.

B. Monthly:

1. Damp mop and wax all hard and resilient flooring in remaining room areas.

Damp Mopping and Waxing: Damp mop and wax all hard and resilient flooring. The finished area shall have a uniform luster. Walls, baseboards and other surfaces shall be free of residue.

Grout Lines: All grout lines shall be free of all stains and discoloration.

G.

C. Quarterly:

1. Strip and apply four coats of floor finish to resilient floors.

Stripping: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns or scuffmarks. There shall be no buildup in corners or crevices.

Finishing: Walls, baseboards and other surfaces shall be free of finish residue and marks from the equipment. Floors shall be free of streaks, mop strand marks and skipped areas.

TRASH DISPOSAL (l - n)

A. Weekends (Friday - Sunday)

1. Empty trash cans/waste baskets throughout the park areas and replace with new trash bags. Remove trash to a designated disposal area.

PICNIC SHELTER (o)

A. Weekends (Friday - Sunday)

1. Wipe down tables, empty trash cans, replace trash bags, and remove trash to a designated disposal area.

14. MISCELLANEOUS REQUIREMENTS

1. Lights shall be used only in areas where and at the time when work is actually being performed.
2. Mechanical equipment controls for heating, ventilation, and air-conditioning systems will not be adjusted by the workers.
3. Water faucets or valves shall be turned off after the required usage has been accomplished.
4. Windows shall be closed and lights and fans turned off when not in use.

5. Organize and train employees to participate in building fire and civil defense drills.
6. Report fires, hazardous conditions, and items in need of repair to the contracting officer's representative.

15. SPECIAL JOBS/REQUIREMENTS

Due to other than normal conditions, (types of occupancy, traffic flow, materials of construction, priority areas, unusual design features, etc.) the following requirements are designated as special jobs and become a part of this contract.

16. FLOORING SURFACE AREA

City Hall:

Carpet: 1,000 sq/ft.
 Ceramic Tile: 350 sq/ft.
 Vinyl Tile: 3,600 sq/ft.
 Concrete: 300 sq/ft.

Council Chambers:

Carpet: 4,530 sq/ft.

Police Department:

Carpet: 2,816 sq/ft
 Vinyl Tile: 1,195 sq/ft

Library:

Carpet: 2,465 sq/ft.
 Vinyl Tile: 273 sq/ft.
 Ceramic Tile: 122 sq/ft.

Little Park of Irwindale

Ceramic Tile: N/A
 Concrete: N/A

F. Dan Diaz Recreation Ctr:

Carpet: 5,300 sq/ft.
 Ceramic Tile: 3,622 sq/ft.
 Wood Floor: 7,521 sq/ft.

G. Swimming Pool:

Ceramic Tile: 1,000 sq/ft.

Irwindale Park

Ceramic Tile: 1,400 sq/ft.

Jardin de Roca Park

Ceramic Tile: 100 sq/ft.
 Concrete: 60 sq/ft.

Picnic Shelter

Concrete: N/A

1.3 MISCELLANEOUS JANITORIAL SERVICES

See Miscellaneous Janitorial Services Attachment "B" in Specifications.

1.4 REQUIRED SUPPLIES & RESPONSE FORM

See Required Supplies & Response Form Attachment "C" in Specifications.

EXHIBIT "B"

SPECIAL REQUIREMENTS

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Contractor shall perform the requested services on a time-and-materials basis as set forth in the Scope of Services in accordance with the monthly rate of \$9,277.00, but not to exceed the Contract Sum of Twenty-seven thousand, eight hundred thirty-one dollars and no cents (\$27,831.00).

The Contract Sum is inclusive of all costs and fees for labor, equipment, and materials of any kind utilized by Contractor to complete the services under this Agreement. Contractor shall not be entitled to any other compensation or reimbursement of expenses beyond the above monthly rate of performance of services under this agreement. Any additional work authorized by City in writing shall be performed by Contractor based on the above monthly rates.



August 1, 2019

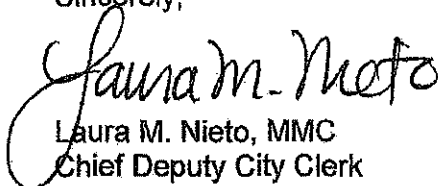
Brite Works, Inc.
Ms. Anita Ron, President
620 N. Commercial Street
Covina, California 91723

Dear Ms. Ron:

Enclosed please find two partially executed Contract Services Agreements for Janitorial Services for the City of Irwindale, by and between the City of Irwindale and Brite Works, Inc. Please sign both sets; retain one for your records and return one to my attention.

Should you have any questions or require anything further, please feel free to call me at 626-430-2202. Thank you.

Sincerely,


Laura M. Nieto, MMC
Chief Deputy City Clerk

CC: Elizabeth Rodriguez, Public Works Services Manager



**CITY OF IRWINDALE
FIRST AMENDMENT TO JANITORIAL SERVICES
FOR THE CITY OF IRWINDALE FACILITIES**

This First Amendment to Contract for the Janitorial Services for the City of Irwindale Facilities ("Amendment") is made and entered into this 23rd day of October 2019, by and between the City of Irwindale, ("City") and BriteWorks, Inc. ("Contractor")

RECITALS

WHEREAS, on July 1, 2019, the City and Contractor entered into a Service Agreement ("Agreement"), pursuant to which Contractor agreed to provide janitorial services for City of Irwindale Facilities in accordance with the terms of the Agreement;

WHEREAS, the City wishes to have Contractor continue these services until the Request for Quotations process and award of contract process is completed; and

WHEREAS, the parties wish to amend the Agreement in accordance with the terms herein.

NOW, THEREFORE, the parties agree that the Agreement shall be revised pursuant to the following terms of this Amendment:

1. Section 2.1 "Contract Sum" is hereby amended to increase the Contract Sum by an additional Twenty-seven Thousand Eight Hundred Thirty-one Dollars (\$27,831) from that approved in the Agreement for a total contract amount of Fifty-five Thousand Six Hundred Sixty-two Dollars (\$55,662).
2. Section 3.4 "Term" is hereby amended to continue in full force and effect until December 31, 2019.
3. Full Force and Effect. The parties further agree that, except as specifically provided in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Amendment as of the date first written above.

CITY OF IRWINDALE:

By: _____
William K. Tam, City Manager

ATTEST:

By: _____
Laura M. Nieto, MMC, Deputy City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

By: _____
Fred Galante, City Attorney

CONTRACTOR:

BriteWorks, Inc.
620 N. Commercial Avenue
Covina, CA 91723

By: _____
Name: Anita Ron
Title: President

[END OF SIGNATURES]

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: October 23, 2019
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: SB 2 Grant Funding

City Manager's Recommendation:

That the City Council take the following action:

1. Adopt Resolution No. 2019-53-3137 Authorizing the City Manager to apply for the California Department of Housing and Community Development (HCD)'s SB 2 Planning Grants Program (PGP) in the Amount of \$160,000 and if Awarded, Authorize the City Manager to Execute the Standard Agreement.
-

BACKGROUND:

Senate Bill No. 2 (SB 2), the Atkins, Building Homes and Jobs Act, made legislative findings and declarations to establish a permanent, ongoing source of funding to support the production of affordable housing.

The California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) on March 28, 2019, identifying the amount of \$123 million available to local governments under the SB 2 Planning Grants Program (PGP). Funding for each locality is based on population estimates published by the Department of Finance. The City of Irwindale is defined as a small size locality, with a population up to 60,000 people, thus the maximum award the City can receive is \$160,000.

To be eligible for a planning grant, the City's proposed projects must demonstrate a nexus to housing production acceleration or meet the State's proposed Priority Policy Area (PPA) categories. Applications proposing a project that falls into one of the PPA categories are looked upon favorably; the project is automatically deemed as one that would accelerate housing production, and one that does not need to demonstrate further benefits or provide further documentation in the application. As defined by HCD, PPAs feature one of the following zoning, design, and policy characteristics:

- Rezone to permit housing by-right
- Objective design and development standards
- Specific plans or form-based codes coupled with CEQA streamlining
- Accessory dwelling units (ADU) or other low-cost building strategies

- Expedited processing
- Housing related infrastructure financing and fee reduction strategies

As part of the grant application process, HCD requires that the City Council adopt a resolution authorizing application for, and receipt of, PGP funds.

SB 2 Proposed Projects

Project 1: Accessory Dwelling Unit (ADU) Resources | Estimate Budget \$70,000

According to the Los Angeles County's Assessor's office and the City's inventory, 422 of 1091 parcels in City of Irwindale have a single-family zoning designation (or designation that allows for single family homes). The City allows for single-family development in the following zones: A-1 (Agricultural), R-1 (Single Family Residential), R-2 (Light Multiple Residential), R-3 (Heavy Multiple Residential) and C-3 (Heavy-Commercial Residential). The City's Zoning Code is structured progressively, which in turn allows single-family development in non-traditional zones. Single-family homes can provide opportunities to produce housing units through ADUs. If 25% of the property owners of these single-family homes were to build ADUs, the City could potentially provide over 106 more housing units.

Accessory dwelling units can be affordable to construct and provide flexible housing options for homeowners to share independent living area with family members, allow seniors to age in place, or provide an extra source of income for the homeowner. Coupled with State legislation (SB 1069, AB 2299, and AB 2406) and the City's adoption of the ADU Ordinance (Ordinance No. 724) on July 25, 2018, ADU inquiries have increased but no approvals have been granted and no building permits have been issued.

The City will facilitate ADU production through the development of useful guides, prototypes, and resources that equip homeowners undertaking construction of an ADU and expedite the permitting process. The City will produce or update resources, such as: create a website for property owners, develop a submittal checklist across all City departments, provide a project calculator, work with stakeholders and develop pre-approved construction details and if feasible with allocated grant funding, prototypes of architectural designs that property owners may apply toward ADU construction.

Project 2: Objective Design and Development Standards for SB 35 and HAA | Estimated Project Cost \$60,000

The 2017 Housing Bills, including SB 35 and as well as revisions to the Housing Accountability Act, allow certain projects that meet affordability requirements and objective standards to be eligible for a streamlined review process within 90 days or 180 days, while also meeting other statutory requirements. Such projects can only be subject to a ministerial review process, unlike the discretionary review process typical for planning permits. Therefore, projects can only be reduced or denied based on "objective standards" or a specific adverse effect on health and safety.

Currently, the City of Irwindale Zoning Code contains subjective standards and guidelines. The City must identify and revise subjective guidelines into objective standards to have these standards apply to qualifying ministerial projects. The City will identify and prioritize which subjective guidelines need to be modified to serve as objective standards for housing projects. In addition, the City will propose modifications to findings and standards set forth in the zoning code update and lastly clarify the SB 35 application process for applications through the preparation of forms and submittal requirements. Proposed changes to the zoning ordinance will be reviewed by the Planning Commission, prior to City Council review and adoption.

Project #3: Update Zoning Map to Promote Expanded and New Housing in the City | Estimated Project Cost \$30,000

To facilitate overall housing development, including room additions, ADU construction, and resolving legal non-conformities, the Zoning Map will be reviewed and updated. There are existing residential neighborhoods on the west side of the City that have residential General Plan designations and M-1 (Light Manufacturing) zoning designations. The current inconsistencies prohibit the expansion of legally non-conforming uses and excludes approximately 8% of the total residential units in the City from affording the opportunity to expand their properties. City Council approved Zone Changes and it is required for Zoning Map consistency.

There is also an existing 10-acre, vacant lot on Allen Drive that has similar General Plan and Zoning Map inconsistency issues as described above. The residential General Plan designation and M-2 (Heavy Manufacturing) zoning designation are inconsistent. Unlike the existing neighborhoods, the property was previously part of a mining operation that has since been properly reclaimed. To facilitate housing development on Allen Street, the Zoning Map will be reviewed and updated. Proposed housing types and density of development will be reviewed and described in the Land Use Element of the General Plan.

Community outreach will be used to explain the required processes with the public. This will be achieved through public meetings. Notification for such meetings will be disseminated via USPS mail, local newspaper posting, government facility posting and webpage posts; these are the current methods used for required public notification.

Application Details

The deadline for the SB 2 PGP application is November 30, 2019. Applications are accepted and reviewed on a rolling basis and could have been submitted as early as March 28, 2019, when the NOFA was released. If the City were successful on its application in the full amount of \$160,000, the standard agreement between the State and the City would be effective until June 30, 2022.

FISCAL IMPACT:

None

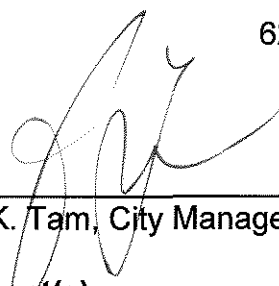
Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact: *Electronically Approved by City Attorney Galante* (Initial of Legal Counsel)

Prepared By/Contact: Marilyn Simpson, AICP, Community Development Manager/City Planner

Phone:  626-430-2209



William K. Tam, City Manager

Attachment(s):

A – CC Resolution No. 2019-53-3137

B – SB 2 Planning Grants Program Overview

C – California State Standard Agreement

RESOLUTION NO. 2019-53-3137

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, AUTHORIZING APPLICATION, SUBMITTAL AND RECEIPT OF SENATE BILL NO. 2 (ATKINS), PLANNING GRANTS PROGRAM FUNDS THROUGH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE PREPARATION OF PLANS, DOCUMENTS AND PROCESSES TO STREAMLINE HOUSING APPROVALS AND ACCELERATE HOUSING PRODUCTION

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated March 29, 2019, for its Planning Grants Program ("PGP"); and

WHEREAS, the City Council of the City of Irwindale ("City") desires to submit a project application for the PGP to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and Senate Bill No. 2 (Atkins. Building Homes and Jobs Act) (SB 2) Planning Grants Program Guidelines released by the Department for the PGP; and

WHEREAS, the Department is authorized to provide up to \$1.2 million under the SB 2 PGP from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code Section 50470 et. Seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP; and

WHEREAS, the funds will be distributed on an "over the counter", non-competitive basis and do not require a funding match or other fiscal impact from the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby authorizes and directs the City Manager, or his designee, to apply for and submit to the Department the 2019 Planning Grants Program Application released March 29, 2019, in the amount of \$160,000, for the preparation of plans, documents and processes to streamline housing approvals and accelerate housing production.

SECTION 2. The City Council hereby authorizes the City Manager, or his designee, to enter into, execute, and deliver a State of California Standard Agreement ("Standard Agreement") in the amount of \$160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP Grant, the City's obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. The City Council hereby acknowledges that the City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP Guidelines published by the

Department. Funds are to be used for allowable expenditures specifically identified in the Standard Agreement. The POP Application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the PGP Application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the POP Application, as approved by the Department, and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The City Council hereby authorizes and directs the City Manager, or his designee, to execute the City's Planning Grants Program Application, the POP Grant Documents, and any amendments thereto, on behalf of the City as required by the Department for receipt of the POP Grant, subject to review by the City Attorney and attestation by the City Clerk.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

SECTION 6. The Council finds that this is not a project under the California Environmental Quality Act and, therefore, no environmental impact assessment is necessary.

PASSED, APPROVED AND ADOPTED this 23rd day of October 2019.

Albert F. Ambriz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2019-53-3137 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 23rd day of October 2019, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

SB 2 PLANNING GRANTS PROGRAM OVERVIEW

The State of California is giving money to cities and counties statewide to help promote the development of new housing. The SB 2 Planning Grants Program, approved in 2017, provides one-time funding to all eligible local governments in California to adopt and implement plans and processes that streamline housing approvals and accelerate the production of new housing. It also aims to facilitate housing affordability and ensure geographic equity in cities.

The Planning Grants Program is non-competitive and funded through the Building Homes and Jobs Act Trust Fund (SB 2). The Department of Housing and Community Development (HCD) released a Notice of Funding Availability in March 2019, which marked the start of an eight-month application period that ends on November 30, 2019.

Grant amounts are based on population categories and can fund a variety of planning efforts. Cities and counties are not "competing" for funding, making this a very attractive option for local agencies. Every agency that submits projects that meet the criteria in SB2 will receive funding.

What Can Be Funded?

SB 2 grants can fund a variety of efforts, including updating planning documents and streamlining practices to expedite the review of housing projects and the construction of homes. This includes the following:

- Updates to general plans, community plans, and specific plans
- Zoning code updates, including:
 - » Modifying standards that impede the development of new housing (high parking standards, design requirements, low FAR's, etc.)
 - » Shifting discretionary approvals to administrative approvals.
 - » Creating detailed development standards and design guidelines for high density housing – specific standards that allow projects to be approved administratively.
 - » Modifying regulations to better support Accessory Dwelling Units
- CEQA clearances so that proposed housing projects would not need to prepare individual CEQA documents.
- Fee studies to support reduced impact fees for infill development (targeting high density and affordable housing).
- Infrastructure studies to identify critical facility gaps
- Local process improvements that improve and expedite local planning



How can Interwest assist with SB 2 grants?

The Interwest Planning and Urban Design group can assist with the following:

- Develop and refine projects that meet an agency's needs
- Prepare grant applications to HCD
- Manage consultant teams on behalf of an agency
- Prepare updates to planning documents and zoning codes
- Update local process improvements to improve and expedite local planning

If you have any questions about the SB 2 grant program or would like to discuss in more detail, please contact Nick Pergakes, AICP at (626) 618-6181 or npergakes@interwestgrp.com.

☒ City Council
☐ Successor Agency
☐ Housing Authority
☐ Reclamation Authority
☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: October 23, 2019
To: Honorable Mayor and Members of the City Council
From: William Tam, City Manager
Issue: Request to Approve Contract Amendment No. 1 for PlaceWorks to perform additional tasks for the preparation of a Citywide Non-Motorized Active Transportation Plan & Design Guidelines

City Manager's Recommendation:

1. That the City Council approve the attached Contract Amendment No. 1 with PlaceWorks for the preparation of a Citywide Non-Motorized Active Transportation Plan & Design Guidelines in the amount of \$9,000.

BACKGROUND


In June 2015, the City of Irwindale submitted an application to the California Department of Transportation (Caltrans) for a grant to prepare a Citywide Non-Motorized Active Transportation Plan with Design Guidelines (Plan). On February 8, 2016, the California Transportation Commission awarded \$154,000.00 to the City of Irwindale from the 2015 Active Transportation Program Cycle 2 (ATP).

On February 28, 2018, the City Council approved the contract with PlaceWorks for the amount of \$145,000. During the preparation of the Plan, several of the tasks were more comprehensive than originally scoped, including coordination with the San Gabriel Valley Council of Government Regional ATP project and preparing and executing the variety of necessary community outreach efforts. Contract Amendment No. 1 for \$9,000 consists of additional tasks to be performed including preparation of graphics and materials for public hearing, incorporating potential revisions, and attendance at meetings. Therefore, an amendment to the existing contract services agreement with PlaceWorks is needed to continue and complete the project. The Plan is anticipated to be completed in early 2020.

FISCAL IMPACT

There is no impact to the General Fund. The ATP grant is a State grant, reimbursable from Caltrans, for a total amount of \$154,000. \$9,000 was set aside to cover any unexpected costs that might arise during the preparation of the Plan. The total grant of \$154,000 will pay for the entire cost of the consultant to prepare the Citywide Non-Motorized Active Transportation Plan & Design Guidelines.

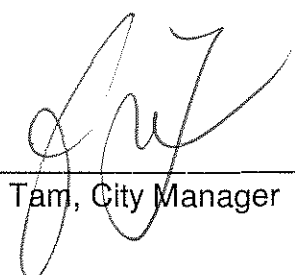
Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)
(Electronically approved by City Attorney)

Prepared By: Marilyn Simpson, AICP, Community Development
Manager/City Planner

Phone: 626-430-2209



William K. Tam, City Manager

Attachment(s):

A – Contract Amendment No. 1 for services with PlaceWorks

**CITY OF IRWINDALE CITY COUNCIL
CONTRACT AMENDMENT NO. 1 FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND PLACEWORKS FOR THE
PREPARATION OF A CITYWIDE NON-MOTORIZED ACTIVE TRANSPORTATION
PLAN & DESIGN GUIDELINES**

THIS AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES (herein "Amendment") is dated as of October 23, 2019 by and between the City of Irwindale, a California municipal corporation ("City") and PlaceWorks, 3 MacArthur Place, Suite 1100, Santa Ana, California 92707 ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. In February of 2016, the City of Irwindale was awarded a \$154,000 state grant for a non-infrastructure study of a Citywide Non-Motorized Active Transportation Plan & Design Guidelines ("Plan").

B. On February 28, 2018, the City and Contractor entered into that certain Professional Services Contract Agreement (Agreement) with Consultant not to exceed ONE HUNDRED FORTY FIVE THOUSAND DOLLARS (\$145,000), for the preparation of an Active Transportation Plan and Design Guidelines Plan.

C. CITY and CONSULTANT desire to amend the Existing Agreement to prepare and complete the Plan in the amount of Nine Thousand Dollars (\$9,000), which increases the total Agreement amount to One Hundred Fifty-Four Thousand Dollars (\$154,000) and to extend the Agreement expenditure effective date to March 31, 2020.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows

1. Section 1.10, Contract Sum of the existing Agreement is hereby amended by deleting "One Hundred and Forty-Five Thousand Dollars (\$145,000)" and replacing with "One Hundred Fifty-Four Thousand Dollars (\$154,000)".

2. Section 2.4, Term of the existing Agreement is hereby amended by deleting "not exceeding one (1) year from the date hereof" and replacing with "later than March 31, 2020."

3. Exhibit "B" of the Existing Agreement entitled "Schedule of Compensation" shall be supplemented by the "Schedule of Compensation" contained in Exhibit "B" hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

Albert F. Ambriz, Mayor

ATTEST:

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONSULTANT:

PlaceWorks

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: 3 MacArthur Place, Suite 1100
Santa Ana, CA 92707

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)		
<input type="checkbox"/>	PARTNER(S)	_____
<input type="checkbox"/>	LIMITED	
<input type="checkbox"/>	GENERAL	NUMBER OF PAGES
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/>	OTHER _____	_____

SIGNER IS REPRESENTING:		_____
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> <input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "B"

SCHEDULE OF COMPENSATION

The remaining \$9,000 in Caltrans grant funds distributed to PlaceWorks will enable completion of the Irwindale Active Transportation Plan and Design Guidelines, which will include PlaceWorks leading the following tasks, with approximate budget needed to complete each task:

- Preparation of Power Point presentations summarizing the Irwindale Active Transportation Plan and Design Guidelines for Planning Commission and City Council - \$2,500
- Incorporation of Planning Commission and City Council comments into a final Irwindale Active Transportation Plan and Design Guidelines document - \$4,000
- Attending, presenting and answering questions on the Irwindale Active Transportation Plan and Design Guidelines to the Planning Commission and City Council - \$2,500

Receipt of additional budget from remaining Caltrans grant funds will help ensure that a Final Active Transportation Plan and Design Guidelines document will be completed for City Council's review and adoption in early 2020.

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: October 23, 2019
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Irwindale Recreation Department

City Manager's Recommendation:

That the City Council provide direction to staff as Council deems appropriate.

Background:


At the October 9, 2019 City Council meeting, Mayor Pro Tem Burrola directed staff to place the Irwindale Recreation Department on the next agenda to discuss an external review of the department.

Fiscal Impact:

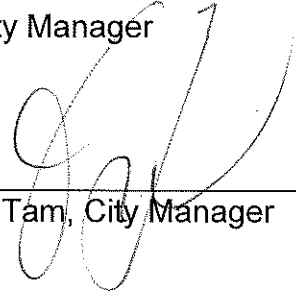
There is currently no allocated budget amount for an external department review included in the 2019/2020 Fiscal Year Budget. Should the Council decide to proceed with the external review, a proposal for service, including an appropriation of funds request, will be presented to the council at a future meeting.

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By/Contact: Theresa Olivares, Assistant City Manager
Phone: (626) 430-2294



William K. Tam, City Manager

Accounts Payable

Checks by Date - Summary by Check Number

**City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency**

Check No	Vendor No	Vendor Name	Check Date	Check Amount
69789	WILLDAN	Willdan Financial Services	10/14/2019	2,500.00
Report Total (1 checks):				2,500.00